



WASHOE COUNTY

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Finance VG
DA ✓
Risk Mgt. DE
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: April 14, 2015

DATE: March 18, 2015
TO: Board of County Commissioners
FROM: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-2040, dsolaro@washoecounty.us
THROUGH: Kevin Schiller, Assistant County Manager
SUBJECT: Approve an Interlocal Agreement between the Sun Valley General Improvement District and Washoe County for an initial fourteen month term, commencing May 1, 2015, with automatic annual renewals commencing July 1, 2016, for the continued use and occupancy of the Sun Valley Community Center for the Washoe County Senior Services Department [approximately \$23,160 annually]. (All Commission Districts.)

SUMMARY

Since May 1, 2010 the Washoe County Senior Services Department and the Washoe County Sheriff's Office have operated out of the Sun Valley Community Center under an interlocal agreement with the Sun Valley General Improvement District (SVGID).

The initial agreement allowed for one year term renewals through April of 2015, and allowed for both users to occupy the space rent and utility free. Staff has worked with the Sun Valley General Improvement District and the senior population to further tailor services at the center which will increase the amount of space utilized for the use of Washoe County. The initial agreement for five years with no rent has served Washoe County well, but with increased use and needs at the facility the Sun Valley GID has requested rent be paid for the space. Staff understands Sun Valley's request and agrees that it is appropriate for the County to pay the modest rent payment. The new terms include \$.50 per square foot rent, beginning July 1, 2015, and payment of a pro-rata share of utility costs based on the square footage utilized by Washoe County, additionally the lease will automatically renew every 12 months, beginning July 1, 2016, unless terminated by either party.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

August 24, 2010 - The Board of County Commissioners (Board) approved an Interlocal Agreement between the SVGID and Washoe County for the continued use and occupancy of the Sun Valley Community Center for the Senior Services Department.

AGENDA ITEM # 5DR

March 23, 2010 – The Board approved an Intergovernmental Agreement between the Washoe County and SVGID for the transfer of this location to SVGID for its use and control of the Sun Valley Community Park.

August 4, 2009 – The Board approved a Memorandum of Understanding between Washoe County Regional Parks and Washoe County Senior Services for occupancy of the Sun Valley Neighborhood Center by the Senior Services and Sheriff's substation.

BACKGROUND

Over the past five years the Washoe County Senior Services Department and the Washoe County Sheriff's Office have operated out of the Sun Valley Community Center under an interlocal agreement with the Sun Valley General Improvement District. The partnership with Sun Valley GID, the Washoe County Sheriff's Office, and the Senior Services Department provides a service in the community that has proven beneficial to Washoe County and Sun Valley GID. The total square footage covered under this agreement is for 2,738 square feet.

FISCAL IMPACT

The lease rate for this Agreement shall be fixed for the entire period of the lease commencing May 1, 2015 under the terms proposed below.

<u>TERM</u>	<u>Monthly Rent</u>	<u>Monthly Utilities</u>	<u>Annual</u>
5/1/15 – 6/30/15	\$300	N/A	\$600
7/1/15 – 6/30/16	\$1,370	\$560*	\$23,160
Automatic Renewal	\$1,370	\$560*	\$23,160

*Utilities will be charged based on a pro rated share of the actual utilities used by the entire center on a monthly basis. This is the estimated utility cost which may vary.

Funding for annual lease and utility pro-rated costs are budgeted in internal order 60326 within the Social Services budget.

RECOMMENDATION

It is recommended the Board of County Commissioners approve an Interlocal Agreement between the Sun Valley General Improvement District and Washoe County for an initial fourteen month term, commencing May 1, 2015, with automatic annual renewals commencing July 1, 2016, for the continued use and occupancy of the Sun Valley Community Center for the Washoe County Senior Services Department [approximately \$23,160 annually].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between the Sun Valley General Improvement District and Washoe County for an initial fourteen month term, commencing May 1, 2015, with automatic annual renewals commencing July 1, 2016, for the continued use and occupancy of the Sun Valley Community Center for the Washoe County Senior Services Department [approximately \$23,160 annually]."

INTERLOCAL AGREEMENT

[Washoe County]

1. PARTIES This Interlocal Agreement ("Agreement" is entered into between Sun Valley General Improvement District ("District") and Washoe County hereafter ("Washoe").

2. RECITALS
 - 2.1 The Parties are public agencies under NRS 277.100. Washoe County provides services, including recreational services, for senior citizens of Sun Valley.
 - 2.2 District desires to provide recreational opportunities for the citizens of Sun Valley.
 - 2.3 District has facilities that are available to programs that serve the community, including the elderly.
 - 2.4 Washoe County desires to utilize District's facilities to provide services to seniors in the community.
 - 2.5 NRS 277.050 provides the governing body of a public agency may sell, lease, use or exchange to another public agency real property without advertising for public bids.

3. USE, POSSESSION AND COOPERATION
 - 3.1 The use of the Sun Valley Community Center for senior services shall be non-exclusive and shall recognize existing agreements with the Food Bank of Northern Nevada, Washoe County School District Family Resources Center, the Boys and Girls Club and Community Services Agency. The Sun Valley Community Center shall hereafter be referred to as "Building".
 - 3.2 The Parties agree to collaborate in a pilot project where:
 - A. District will attempt to develop a volunteer group of citizens to provide services and activities in the Building, which services and activities will be guided by District policies and procedures;
 - B. Washoe will provide support to the volunteer group through the distribution of informational materials and the sharing of resources, such as speakers, class instructors and the planning of special events.
 - C. The collaboration, and any activity that is undertaken pursuant to said collaboration, is agreed must be cost neutral to both Parties.
 - 3.3 District will recognize partnerships Washoe establishes with non-profit and community groups that provide activities for seniors and will allow access to Building and surrounding Park facilities in accordance with District policies either for no charge or at a fee as determined by the District Board of Trustees. Washoe shall provide notice to the District of any proposed agreements or proposed changes to agreement with said non-profit and community groups seeking access to Building and/or surrounding park

facilities, which proposed activity may be approved, conditionally approved or refused by District.

4. CONSIDERATION

In addition to the pro-rated amounts referenced in paragraph 8 herein, Washoe agrees, beginning July 1, 2015, to pay District .50 cents per square foot of space utilized by Washoe (as of the date of this Agreement 2,738 square feet) which amount shall remain fixed for the duration of this Agreement.

<u>Term</u>	<u>Monthly Rent</u>	<u>Monthly Utilities</u>	<u>Annual</u>
5/1/15 – 6/30/15	\$300	N/A	\$600
7/1/15 – 6/30/16	\$1,370	\$560*	\$23,160
Automatic Renewal	\$1,370	\$560*	\$23,160

5. TERM

The term of this Agreement shall be for fourteen (14) months and the initial term of this agreement is to commence on May 1, 2015 and be automatically renewed for additional twelve month terms unless terminated by a Party pursuant to Paragraph 12.5.2. Upon termination of this Agreement or Washoe vacating the Building, Washoe shall within ten (10) days remove all personal property that is located in the Building and return all keys to the District.

6. ALTERATIONS AND IMPROVEMENTS

- 6.1 Washoe agrees not to alter the Building without the prior written consent of the District. In the event that Washoe desires to alter the Building, Washoe shall prepare plans and specifications of any work it plans to perform upon or in the Building and submit the same to the District for its written approval prior to making such alterations or improvements.
- 6.2 The erection, construction, installation or making of any alterations or improvements shall be accomplished in a workmanlike manner and in compliance with all applicable federal, state, county and municipal laws and regulations. Washoe shall keep the Building free from any liens arising out of any and all work that it may perform, or materials furnished, or obligations incurred by Washoe. Washoe shall have thirty (30) days from the date of notice of any lien, as provided by the District, within which to remove said encumbrance without breaching the provisions of this Agreement.
- 6.3 The Parties agree that all of Washoe personal property, which can be removed without affecting the building, shall remain the property of Washoe. All personal property that is attached to the building shall remain with the District and the District shall be entitled to take possession of the same and remove it at District's sole cost.

7. MAINTENANCE, REPAIRS AND INSPECTIONS

- 7.1 The District shall perform periodic maintenance to the Building, its mechanical systems and common areas, in a reasonable and timely manner, and maintain the same in a safe and clean condition at the District's sole expense. Washoe agrees that all damage done to the Building by Washoe or its invitees or any person because of the Washoe occupation of the Building, shall be paid for by Washoe.
- 7.2 The District shall maintain at its sole expense, the roof, exterior wall and windows of said building.
- 7.3 The District shall provide keys to the Building and Washoe shall return all keys to the District. Upon termination of this agreement or in the event the keys have been issued to an individual and that individual terminates and fails to return the keys, Washoe/ shall be responsible for re-keying of the Building.
- 7.4 The common area is non-exclusive in use and all rules and regulations shall be determined by the District. It is understood that the alarm system shall be set and all doors locked by the last person vacating the building each day. In the event that District personnel are required to respond after hours to secure the building due to Washoe not complying with this section, all costs including overtime and alarm company fees shall be charged and paid by Washoe, within thirty (30) days of receipt.

8. UTILITIES, JANITORIAL SERVICE, WASTE DISPOSAL, TELEPHONE AND TAXES

- 8.1 The District shall provide, ensure and maintain utilities service to the Building. It is mutually understood and agreed that the District shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing of the utilities when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of the District.
- 8.2 Washoe is responsible for the installation and payment of all telephone service, including fax and computer lines, specifically incident to its business.
- 8.3 The District shall pay any and all taxes and/or sewer assessment fees applicable to the Building.
- 8.4 Washoe shall pay a pro-rata share of gas, electric, water, sewer, garbage and janitorial costs monthly for the 2,738 square feet of space used and occupied by Washoe, which share shall be determined by District monthly. The District will mail to Washoe a particular month's pro-rata utility billing, with supporting documentation, after the District has been billed therefor, and Washoe shall pay District within thirty (30) days.

9. INDEMNIFICATION

- 9.1 The Parties agree that any claim, demand, cost, or judgment made against a party hereto arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection

with the performance of obligations assumed pursuant to this Agreement, shall be the sole responsibility of the party against whom such claim, demand, cost or judgment is made.

9.2 The Parties further agree, to the extent allowed under Nevada law regulating limits upon liability of a political subdivision, to hold harmless, indemnify and defend the other from their respective losses, liabilities, or expenses of any nature incurred as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of their respective employees, agents, and servants.

9.3 The indemnification obligation set forth above is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

10. INSURANCE

10.1 Each party hereto shall provide for their financial responsibilities regarding their respective liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to their respective laws. The District reserves the right to approve any retention and may request additional documentation, financial or otherwise for review, prior to the signing of this agreement. If privately purchased, Washoe will provide District with a copy of a declaration showing a minimum \$1,000,000 liability per occurrence, coverage prior to execution of this agreement. Equivalent coverage must be similarly shown if self-insured.

10.2 Washoe hereby expressly waives and releases any cause of action or right of recovery that Washoe may have hereafter against the District for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance.

10.3 If Washoe fails to maintain any of the insurance coverage required, the District reserves the right, after notice, to purchase such insurance to cover any damages which said District may be liable to pay through any of the operations under this Agreement and the amount of any such premium shall be the responsibility of Washoe.

11. HAZARDOUS SUBSTANCES

11.1 Washoe shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Washoe's permitted use.

11.2 If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building, or if the Building becomes contaminated in any manner for which Washoe is legally liable, Washoe shall indemnify, defend and hold the District harmless from all related

claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation, and restoration mandated by federal, state and local governments, together with District's attorney fees.

- 11.3 "Hazardous Substances" mean all toxic, ignitable, reactive and corrosive Substances regulated by federal, state or local governments.

12. TERMINATION

- 12.1 Upon termination of this Agreement, Washoe shall quit the Building peaceably, with no damage to the Building, normal wear and tear and damage excepted, and shall remove all of Washoe personal property from the Building.
- 12.2 Either party may terminate this Agreement without penalty or charge, upon delivery of ninety (90) day written notice.
- 12.3 The failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after delivery of thirty (30) days written notice of such default, shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

13. MISCELLANEOUS PROVISIONS

- 13.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.
- 13.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada. The Parties consent to the personal jurisdiction of any state court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by such state court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.
- 13.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.
- 13.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the parties.
- 13.5 In the event either party brings any action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with

respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs and attorney's fees incurred in said action.

- 13.6 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.
- 13.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to District: Sun Valley General Improvement
District
Attn: General Manager
5000 Sun Valley Boulevard
Sun Valley, NV 89433

And to Washoe: Washoe County
Attn: Director, Community Services
Department
P.O. Box 11130
Reno, NV 89520

Any party may change its address for notice by written notice given in accordance with the foregoing provisions.

- 13.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.
- 13.9 This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

**SUN VALLEY GENERAL
IMPROVEMENT DISTRICT**

BY: _____
Marsha Berkbigler, Chair

By: _____
Patricia Lancaster, Chairperson

Attest:

Washoe County Clerk

STATE OF NEVADA)
 :
COUNTY OF WASHOE)

On this ____ day of _____, 2010, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared Patricia Lancaster, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of the **District** for the uses and purposes therein mentioned.

Notary Signature

STATE OF NEVADA)
 :
COUNTY OF WASHOE)

On this ____ day of _____, 2010, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of Washoe for the uses and purposes therein mentioned.

Notary Signature